

STATE OF VERMONT  
BOARD OF MEDICAL PRACTICE

In Re:	)	
	)	
Lawrence R. Jenkyn, M.D.	)	Case Number:
Respondent	)	MPC 63-0901
	)	

**STIPULATION AND CONSENT ORDER**

NOW COME the State of Vermont, by and through William H. Sorrell, Attorney General, and Lawrence R. Jenkyn, M.D., Respondent in the above-captioned matter, and agree and stipulate as follows:

1. The Board of Medical Practice has jurisdiction to investigate complaints of unprofessional conduct pursuant to 26 V.S.A. § 1353.
2. The Board of Medical Practice has jurisdiction to discipline licensees pursuant to 26 V.S.A. §§ 1353 and 1361.
3. At all times relevant to this Stipulation and Consent Order, Respondent was licensed as a Medical Doctor by the State of Vermont, holding license number \_042-0005950.
4. The above-referenced matter was opened before the Vermont Board of Medical Practice in September of 2001, in response to the receipt of information of professional review action taken by Dartmouth Hitchcock Clinic, and notification to the Board from the Clinic as required by Title 3, § 128 of the Vermont Statutes Annotated and the Federal Health Care Quality Improvement Act. In accord with that information, it was noted that while a major portion of Dr. Jenkyn's practice occurred within the State of New Hampshire, that he was also seeing patients at a Clinic outpatient facility in Brattleboro, Vermont.

Office of the  
ATTORNEY  
GENERAL  
109 State Street  
Montpelier, VT  
05609

5. The Board of Medical Practice was kept advised of the ongoing investigation by the New Hampshire Board of Medical Practice, which involved review of complaints, including allegations of lax prescription of narcotic medications, claims of inadequate documentation of patient encounters, and possible overuse of diagnostic testing. That review included a substantial review of Respondent's office records, including records generated between 1996 and 2001. There was also an ongoing review of this same informational patient data base by the Office of Clinical Affairs of the Dartmouth Hitchcock Medical Center. Following this quality assurance inquiry, Dr. Jenkyn was placed on administrative leave by the Clinic and his privileges to treat chronic pain patients were at that time (on or about August 28, 2001) suspended until further notice. Dr. Jenkyn was required, by the Clinic, to undertake remedial training in the evaluation and treatment of chronic pain patients and the required documentation for such treatment. The Clinic took the following additional action: (a) directed Dr. Jenkyn to refer any such patients to the DHMC Pain Management Center or other qualified pain management center after an initial office visit; (b) required Dr. Jenkyn to participate in voluntary random urine drug screening; (c) put in place a monitoring supervision program regarding Dr. Jenkyn's ordering and use of diagnostic tests. This monitoring/supervision occurred on a monthly basis and was conducted by a senior neurologist in the Section of Neurology at Dartmouth Hitchcock Medical Center; (d) Dr. Jenkyn was placed on probationary status for one year by Dartmouth Hitchcock Medical Center.

6. The New Hampshire Board of Medical Practice conducted its own investigation and determined as a result of the investigation as follows:

(a) That the investigation revealed, and the Respondent freely admitted, a pattern of repeated prescriptions of narcotics to patients with chronic pain syndrome without appropriate follow-up evaluation.

(b) In many instances, Dr. Jenkyn provided narcotic prescriptions to patients over the course of several years without seeing or examining some patients.

(c) The Board found and the Respondent freely admitted a pattern of poor record keeping practices, which included the failure to document physical examination findings for the few examinations noted in the patient's records.

7. The Vermont Board incorporates by reference the findings, conclusions, and order of the New Hampshire Board, attached hereto.

8. The Vermont Board of Medical Practice likewise concludes that this conduct occurred, and is so acknowledged by Dr. Jenkyn to have occurred, and that these findings demonstrated on repeated occasions during the time between 1997 and 2001, that there was a failure to exercise that degree of care, skill, and proficiency which is commonly exercised by the ordinary skillful, careful, and prudent physician engaged in a similar practice.

9. It is noted that Respondent and his representatives have cooperated fully with the Board's investigation regarding these allegations of unprofessional conduct under the provisions of 26 V.S.A. § 1354.

10. Dr. Jenkyn has abided by the terms and conditions imposed by Dartmouth Hitchcock Medical Center, and the Board would note here that evidence has been furnished indicating that those terms and conditions originally imposed by the Dartmouth Hitchcock Medical Center in connection with their professional review have been complied with and the conditions of such review, having satisfactorily been met, were terminated effective May 8, 2002. Dartmouth Hitchcock Medical Center restored full privileges to Dr. Jenkyn April 4, 2003.

11. Except as provided herein, this agreement shall bar the commencement of further disciplinary action by the Board, based on the misconduct allegations referenced above. However, the Board may consider this alleged misconduct as evidence of a pattern of conduct in the event that similar misconduct allegations are brought against the Respondent in the future. Likewise, the Board may consider the fact that discipline was imposed by this agreement as a factor in determining appropriate discipline, should any further misconduct allegations be proven against the Respondent in the future.

12. This Stipulation and Order shall become a permanent part of Respondent's file maintained by the Vermont Board of Medical Practice.

13. The Respondent voluntarily enters into and signs this Stipulation and Consent Order, and states that no promises or representations have been made to him, other than those terms and conditions expressly stated herein.

14. In view of the interest on the part of the State of Vermont and the Respondent in resolving the instant matter before the Board, by entering into this Stipulation and Consent Order, Respondent acknowledges that his is voluntarily agreeing to the Stipulation and Consent Order, and understands that by executing the document he is waiving any right to challenge the Board's jurisdiction, to be served with any more formal specification of charges, to be presented with evidence against him, to cross-examination adverse witnesses and/or to offer evidence of his own to contest the State's allegations. Respondent understands that at all times and in all proceedings related to the complaint, he has had the right and opportunity to be represented and advised by counsel, including the right for counsel to review and participate in the formulation of this Stipulation and Consent Order.

15. The parties agree that the instant complaint against Respondent shall be administratively closed upon his execution and the filing with the Board of this Stipulation and Consent Order and its final acceptance by the Vermont Board of Medical Practice. The Board will take no further action on this complaint, absent noncompliance with the terms and conditions of this document by Respondent, or the receipt of new information or evidence that would warrant any such further action. Respondent understands and agrees that the Board is obligated to investigate in the event that any new matters or information come to the Board's attention, and if warranted, the Board may impose appropriate disciplinary action in accord with the provisions of Title 26 or otherwise of the Vermont Statutes Annotated.

16. The parties agree that this Stipulation and Consent Order shall be a public document and will be made part of the Respondent's licensing file and may be reported to other licensing authorities.

17. It is likewise agreed that this Stipulation and Consent Order is conditioned upon its acceptance by the Vermont Board of Medical Practice. If the Board rejects any part of the document, the entire agreement shall be considered void.

18. Respondent agrees and understands that findings of the New Hampshire Board, as accepted and concurred with by the Vermont Board of Medical Practice, constitute grounds for the Board to impose disciplinary sanctions against the Respondent's license to practice as a physician in the State of Vermont, pursuant to 26 V.S.A. §1361, and the Respondent consents to the Board imposing a public reprimand pursuant to the Vermont statutes.

Office of the  
ATTORNEY  
GENERAL  
109 State Street  
Montpelier, VT  
05609

Dated at Montpelier, Vermont, this 27<sup>th</sup> day of June, 2003.

STATE OF VERMONT  
WILLIAM H. SORRELL  
ATTORNEY GENERAL

By: [Signature]

Joseph L. Winn, Esq.  
Assistant Attorney General

Dated at Rutland, Vermont, this 24<sup>th</sup> day of June, 2003.

[Signature]  
Lawrence R. Jenkyn, M.D.

[Signature]  
David L. Cleary, Esq.  
Counsel for Respondent

FOREGOING, AS TO Lawrence R. Jenkyn, M.D., APPROVED AND IT IS HEREBY ORDERED, BASED ON THE ABOVE STIPULATION, THAT RESPONDENT RECEIVE A PUBLIC REPRIMAND.

VERMONT BOARD OF MEDICAL PRACTICE:

<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

DATED: July 2, 2003

ENTERED AND EFFECTIVE: July 2, 2003

Office of the  
ATTORNEY  
GENERAL  
109 State Street  
Montpelier, VT  
05609

State of New Hampshire  
Board of Medicine  
Concord, New Hampshire

In the Matter of:  
**Lawrence R. Jenkyn, M.D.**  
License No. 6517  
(Misconduct Allegations)

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine ("Board") and Lawrence R. Jenkyn, M.D. ("Dr. Jenkyn" or "Respondent"), a physician licensed by the Board, agree to settle certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. Pursuant to RSA 329:17, I, 329:18 and 329:18-a, and Medical Administrative Rule ("Med") 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Dr. Jenkyn a license to practice in the state of New Hampshire on April 1, 1982. He holds license number 6517.
3. Dr. Jenkyn is a member of the Dartmouth-Hitchcock Clinic's ("Clinic") Section of Neurology; he is based at the Dartmouth-Hitchcock Medical Center ("DHMC") in Lebanon, New Hampshire but also sees patients at the Clinic's Buck Road Community Health Center in Hanover and at Clinic outpatient facilities in New

London, New Hampshire and Brattleboro, Vermont. Dr. Jenkyn is also a member of the Professional Staff of Mary Hitchcock Memorial Hospital.

4. On August 30, 2001, the Board received information about Dr. Jenkyn from Lisabeth L. Maloney, M.D., and John R. Butterly, M.D., Executive Medical Directors, Office of Clinical Affairs, DHMC. In their letter dated August 28, 2001, Drs. Maloney and Butterly reported, pursuant to RSA 329:17, IV, a "professional review action taken by [the Clinic] with respect to Dr. Lawrence Jenkyn".
5. The Clinic's professional review action arose following the receipt of several complaints concerning Dr. Jenkyn, which complaints included "allegations of lax prescription of narcotic medications with inadequate documentation of patient encounters and possible overuse of diagnostic testing".
6. Following a quality assurance inquiry, the Clinic placed Dr. Jenkyn on administrative leave pending the results of an independent neuropsychiatric evaluation; suspended Dr. Jenkyn's privileges to treat chronic pain patients until further notice; required Dr. Jenkyn to undertake remedial training in the evaluation and treatment of chronic pain patients and the documentation of that treatment; required Dr. Jenkyn to refer any chronic pain patients to the DHMC Pain Management Center after an initial office visit; required Dr. Jenkyn to participate in voluntary random urine drug screens; required Dr. Jenkyn's ordering and use of diagnostic tests to be monitored and supervised on a monthly basis by a senior neurologist in the Section; and placed Dr. Jenkyn on probationary status for one year.



7. In response to the report of Drs. Maloney and Butterly, the Medical Review Subcommittee of the Board conducted an investigation and obtained information from various sources pertaining to Dr. Jenkyn's treatment of chronic pain patients with schedule II narcotics.
8. The Board's investigation revealed and the Respondent freely admits a pattern of repeated prescriptions of narcotics to patients with chronic pain syndromes without proper follow up and evaluation. In many instances, Dr. Jenkyn provided narcotic prescriptions to patients over the course of several years without seeing or examining the patients.
9. Additionally, the Board's investigation revealed and the Respondent freely admits a pattern of poor record keeping practices which included the failure to document physical examination findings for the few examinations noted in the patients' records.
10. By engaging in the above-mentioned patterns of conduct, Dr. Jenkyn violated RSA 329:17, VI (c), (i) and (k), and Part Med 501.02 (d) and (e) of the Board's rules.
11. The Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against the Respondent's license to practice as a physician in the State of New Hampshire.
12. The Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
  - A. Dr. Jenkyn's license to practice medicine in the State of New Hampshire is **SUSPENDED** for a period of sixty (60) days. This suspension is **STAYED** for a

period of three (3) years, conditioned on the Respondent's compliance with this agreement and the laws governing the practice of medicine in the State of New Hampshire.

- B. Dr. Jenkyn is hereby FINED in the amount of two thousand, five hundred dollars (\$2,500). Dr. Jenkyn shall pay this fine in full within thirty (30) days of the effective date of this agreement, by delivering a bank check made payable to "Treasurer, State of New Hampshire" to the Board's office at 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.
- C. Dr. Jenkyn shall abide by the terms and conditions imposed by DMHC following its "professional review" of Dr. Jenkyn ("DHMC Terms and Conditions"), which are hereby incorporated by reference. Within fifteen (15) days of the effective date of this agreement, as defined further below, Dr. Jenkyn shall provide the Board with the name(s) and telephone number(s) of his supervisor(s) for purposes of monitoring his compliance with the DHMC terms and conditions. Dr. Jenkyn shall be responsible for ensuring that the Board is notified of any and all violations of the DHMC terms and conditions within ten (10) days of any such violation.
- D. Within sixty (60) days of the effective date of this agreement, Dr. Jenkyn shall meaningfully participate in an evaluation for substance abuse by the N.H. Medical Society's Physician's Health Program. He agrees to comply with any and all recommendations of the PHP, arising from that evaluation and thereafter, including participation in the PHP.

- E. Within ten (10) days of the effective date of this agreement, as defined further below, Dr. Jenkyn shall furnish a copy of the agreement to any current employer for whom he performs services as a physician or work which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any state medical licensing, certifying or credentialing authority with which he is presently affiliated.
- F. For a continuing period of one (1) year from the effective date of this agreement, Dr. Jenkyn shall furnish a copy of this agreement to any employer to which he may apply for work as a physician or for work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any state medical licensing, certifying or credentialing authority to which he may apply for such employment and/or privileges.
13. Dr. Jenkyn's breach of any terms or conditions of this agreement shall constitute unprofessional conduct, as defined by RSA 329:17, VI (d), and a separate and sufficient basis for disciplinary action by the Board.
14. Except as provided herein, this agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct allegations described above. However, the Board may consider this alleged misconduct as evidence of a pattern of conduct in the event that similar misconduct allegations are brought against the Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this agreement as a factor in determining appropriate

discipline should any further misconduct allegations be proven against the Respondent in the future.

15. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
16. The Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
17. The Board agrees that in return for the Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
18. The Respondent understands that his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
19. The Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
20. The Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. The Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced his right to a fair and impartial hearing in the future if this agreement is not accepted by the Board.
21. The Respondent is not under the influence of any drugs or alcohol at the time he signs this agreement.

22. The Respondent certifies that he has read this document titled Settlement Agreement. The Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to oral argument, to appeal to the courts. Further, the Respondent fully understands the nature, qualities and dimensions of these rights. The Respondent understands that by signing this agreement, he waives these rights as they pertain to the misconduct described herein.
23. This Settlement Agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

**FOR THE LICENSEE**

I, Lawrence R. Jenkyn, M.D., have reviewed the foregoing agreement, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof and agree to all of the terms of this agreement. I acknowledge that I have had the opportunity to consult with an attorney of my choosing about this agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations which have been settled by the terms of this agreement.

Date: 4-21-02 \_\_\_\_\_  
Lawrence R. Jenkyn, M.D.  
Licensee

DATE: 4-21-02 \_\_\_\_\_  
ROBERT MCDANIEL, ESQ.  
COUNSEL TO RESPONDENT

N.H. Board of Medicine and Lawrence R. Jenkyn, M.D.  
Settlement Agreement  
8

**FOR THE BOARD\*/**

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: \_\_\_\_\_

5/8/02

Perry Taylor  
Authorized Representative of the  
New Hampshire Board of Medicine

\*/ Wassfy M. Hana, M.D., and Cynthia Cooper, M.D., Board members, recused.

178147